## **EXHIBIT H**

# American Express



| Agreement  |  | 1136  | or A gerarce   | © EXPRESS                |
|--|--|---|--|--------------------------|
| American Express Financial Advisor financial advisory services for you be conditions. The American Express F 94003) and any current supplement information regarding the Financial (the "Client(s)") selected and are pa ("Agreement"). No assignment of the effective without the Client's conserved Check here if a client check in An approved Client Profile For submitted prior to establishing | ased (<br>inancia<br>to suc<br>Advisort of the<br>of the Agrant<br>is Agrant<br>s atta<br>orm 20 | on the folial Advisor on Service his Service reement be ached 20152 for | lowing terms and  y Service brochure (Form e contain important e Engagement Options you e Agreement y the Company will be  Advisor Use for Existing Financial Advisory Service Enter existing account number:  0 1 9 1  r each client must be  Corporate Office Use  0 1 9 1 | 0 1 3 hange in terms.    |
| Section 1 — Client Inform  | natio  | n   |  |                          |
| First Client  New Client for this Financial Advisory Service Account?  New AEFA Client?  | Yes<br>☑   | No<br>Cii.  | Name (Entire or full legal name) BIRUCE FULLER  Birthdate (mm/dd/yyyy) OS 30 1952 Social Security Number 9   | 88 <del>1</del> f        |
| Second Client  | Yes  | No  | Name (Entire or full legal name)   |                          |
| New Client for this Financial<br>Advisory Service Account?<br>New AEFA Client?<br>Married to First Client?<br>Domestic Partner of First Client?  |  |   | Birthdate (mm/dd/yyyy) Social Security Number  |                          |
|  |  |   |  | TIV.  IP Code  1 0 5 2 2 |
| Section 2 — Advisor Inform<br>Advisor 1 — Servicing Advisor  |  | n   | Name Tennifer S. Wilkov Advisor Number Team ID Comp. % Office Num 47005 100  | nber<br>629              |
| Advisor 2  |  |   | Name   | - ;                      |
|  |  |   | Advisor Number Team ID Comp. % Office Num  | ber                      |

### Section 3 — Customer Privacy

The Company's privacy policy is set forth in "It's a Matter of Privacy" (the "Privacy Notice"), which is provided to Client along with this Agreement. The Privacy Notice explains the categories of personally identifiable information collected by the Company to provide the Financial Advisory Service, disclosures that may be made to affiliates and non-affiliates of the Company, and choices that Clients have to opt out of certain disclosures and uses of the personally identifiable information. To select one or both of the opt-out choices described in the Privacy Notice, Clients must follow the instructions provided in the Privacy Notice.

The Company and the Client agree that all of the above-mentioned information and data furnished to the financial advisor, pursuant to Section 1, shall be disclosed and used by the company in accordance with the Privacy Notice. In addition, Client agrees that by purchasing the American Express Financial Advisory Service, Client is authorizing the Client's financial advisor and American Express Financial Advisors to use the information collected and provided as part of the service, to identify and recommend investment, insurance or other financial products the financial advisor and American Express Financial Advisors sell.

94C E (1/ 1 4/04 to 3/05)

| •   |   |  |                           |   | <b>*</b>         |
|---|---|--|---------------------------|---|------------------|
|   |   | Cor,<br>O  | porate Office Us<br>1 9 1 | e   | <b>FP</b> 0 1    |
| Section 4 — Engagement  | t services to b                         | e provided (see Form 94003 for f   | urther exnla              | nation)   | 0 1              |
| En gagement Period —  | - (check one; it                        | nothing is selected. Annual will be  | the defects.              | ······································                          |                  |
| <b>₹</b> Annual (80)  |   | The state of the s | ure deraurt):             |   |                  |
| ☐ Good Until Chang<br>(Authorized advisors                      | ged or Canco<br>only)                   | elled (GTCC) (26)  |                           |   |                  |
| Services:<br>(Check all areas that apply. If no                 | othing is selecte                       | d, Comprehensive Financial Planning will   | ha the default            | Services to be provided   | Services in eacl |
| 1. Comprehensive Financial<br>Covers topics 1A through 1F of    | Planning (nant                          |  | ne me deladit             |   | (GTCC only)      |
| 1A. Financial Position (C                                       |   |  |                           | (If selected, do not check 1A-1H                                | )                |
| 1B. Income Tax (015)  |   | o vist dice.   |                           |   |                  |
| 1G. Investment (010)  |   |  |                           |   |                  |
| 1D. Retirement (020)  |   |  |                           |   |                  |
| 1E. Protection/Family Se  | curity (005) Incl                       | uded at no charge; must choose one oth   |                           |   |                  |
| 1F. Estate (024)  | • | and as no unarge, most thouse one oth  | er area                   |   |                  |
| heck 1G and/or 1H only if applic<br>1G. Education (011)         | cable:                                  |  | •••••                     |   | <u> </u>         |
| 1H. Future Savings Goal (                                       | 016)                                    |  |                           |   |                  |
| Small Business (Authorized                                      | advisors only)                          | (nen)  |                           | . $\square$   |                  |
| Advanced Needs (Complete  |   |  |                           |   |                  |
| Divorce Financial Service (A                                    | uthorized advi-                         | core anh.\ /050\   |                           |   |                  |
| Consultation (For Short-Term                                    | and Interior Rt.                        | eeds) (Authorized advisors only) (017<br>fic decisions or financial topics not cover   | )<br>red in 1A – 1H;      |   |                  |
| ADVISOR USE ONLY: ENTER  Primary Deliveral  (check at least one |   | ATED DELIVERY METHODS (Used for Support Check all that me  | orting Docum              | entation / Calculators  | Agreement)       |
| FASware — FAP/PEF   | (070)                                   | Principia  | , appry, dut do<br>(101)  | not use as stand-alone deliverables                             |                  |
| FASware — FAR/PER   | (065)                                   | Momingstar   | (101)[2]                  | Sales Illustrations  AdvisorLink: LISA, Disability, Annuity, LI | (141) []         |
| Apex Select — FAP/PEF   | (066)                                   | InvestmentView Thomson Finance Personal Portfolio Assistant  | (102)                     | Pension Dist Planner<br>Brentmark                               | (162) □          |
| FASware SBO   | (063) 🗀                                 | americanexpress.com StockOpter   | (103)                     | NumberCruncher<br>Leimberg                                      | (181) 🗆          |
| Advisor Created — Proposal                                      | (067) 🗀                                 | Authorized advisors only   | (105)                     | Microsoft Office Suite Word, Excel, PowerPoint                  | (199) 🗀          |
| Advisor Created — Letter  | (072)                                   | Portfolio Service Tool Use only if client also has SPS account   | (106) 🗆                   | Divorce Financial Analysis                                      | (156) 🗀          |
| AEFA AllocationMaster   | (040)                                   | Foundation Tools  AdvisorLink  | (107)                     | Expert Witness Service  | (159) 🔲          |
| Lumen FPP   | (073)                                   | Advisor Workstation  Momingstar  | (108)                     | approved  |                  |
| Advisor Workstation<br>Goal Planner                             | (161)□                                  | IRA Analyst<br>Advisortink   | (121)                     | — approved  |                  |
|   | . • ./ L                                | Reminder: All advisor cr   | eated deliverabl          | es must comply with Bulletin 4342A                              | L.               |

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| J 3  |                  |   |                                |             |     |                                      |                 |
|--|------------------|---|--------------------------------|-------------|-----|--------------------------------------|-----------------|
| 11323.001  |                  |   | Corporate Office Use 0 1 9 1   |             |     | <b>FP</b><br>0                       | 1 3             |
| Section 5 — Fees   |                  |   |                                |             |     | For the Engagement<br>(Maximum One Y | Period          |
| 1.Advisor fee  | Flat \$          | 1000                                      | ☐ Hourly – at a rate of \$.    | /hour       | \$  | 1000                                 | _               |
| 2.Add: Assoc. Financial Advisor fee  | ☐ Flat \$        |   | ☐ Hourly — at a rate of \$     | /hour       | \$  |                                      |                 |
| 3. Add: Paraplanner fee  | ☐ Flat \$        |   | ☐ Hourly – at a rate of \$     | /hour       | \$  |                                      |                 |
| 4. Add: Advanced Needs Service fee   | (attach Form 71  | 024 A)                                    | ☐ Hourly – at a rate of \$     | /hour       | S   | •                                    |                 |
| 5. Add: lowa clients add 5% sales ta   | x                |   |                                |             | \$  | •                                    | 1 ,             |
| 6. Subtota 1 RP Approval Form 94   |                  | GTCC, also enter es<br>naximum annual fee |                                | •           | \$  | 1000                                 | <u>ت</u><br>ي و |
| 7. Less: Promotions (check one)*   | Enter Prom       | otion ID                                  |                                |             |     |                                      |                 |
| ☐ FEPS ☐ AEFA Employee ☐ *Client understands and agrees that Cl Social Security number to the Employ | omoany must nrov | nployee                                   |                                | Costco)     | (\$ | •                                    |                 |
| 8. Net fee due from client   |                  | ·   |                                |             | \$  |                                      |                 |
| 9. Less: Initial payment from client   |                  |   |                                |             | •   |                                      | -               |
| ☐ Check ☐ Payrolf deduction (available to some FEPS clients)   | ☐ American       | Express® Card                             |                                | Expires     | (\$ | 1000.0                               | ) Q )           |
| Redemption: 🗆 Form F119 🗆 F  | Form 33442 🔲     | Phone/Fax Syste                           | matic payment: 🔲 Form F137     | ☐ Phone/Fax |     |                                      |                 |
| 10. Amount still due   |                  |   |                                |             |     |                                      |                 |
| <ul> <li>☐ Check</li> <li>☐ Payroll deduction<br/>(available to some FEPS clients)</li> </ul>        | ☐ Recurring /    | American Express Ca                       | ard Payment (attach Form 6106) |             | \$  |                                      | > O:            |
| Redemption: Form F119 F  | orm 33442 🗀      | Phone/Fax Syster                          | matic payment: 🔲 Form F137     | ☐ Phone/Fax |     |                                      |                 |

### Section 6 — Disclosure or interest and capacity

The financial advisor will or may recommend that Client purchase or sell investments and enter into other financial transactions. Client will have no obligation hereunder or otherwise to follow any such recommendations. If the Client does enter into one or more transactions) recommended by financial advisor, then, in addition to the compensation provided for above, financial advisor will receive a commission or other financial benefit as a consequence of the transaction.

No assignment of the Agreement by the Company will be effective without Client's consent.

After looking at all of Client's financial data, the financial advisor may find it necessary to recommend further assessment in a specific area that has not already been designated. If Client agrees, Client will be asked to sign a new Agreement and pay the additional fee. Under those circumstances this Agreement will be null and void.

Client's service will address Client's financial concerns based on Client's current financial situation and Client's future needs and objectives. The service will be based on the personal financial information that Client provides to the financial advisor. It also will be based on assumptions that Client selects and certain other planning assumptions determined by the Company. For the service, the overall rate of return used in determining net worth and cash flow beyond the current year will be calculated based on Client's risk tolerance toward achieving each goal selected, Client's assumed average tax rates and global inflation rates specific to each goal that Client selects.

Client recognizes that the value and usefulness of the Financial Advisory Service will be dependent upon information that he/she provides and upon his/her active participation in the formulation of financial planning objectives and in the implementation of plans to attain those objectives. If required, Client will also provide copies of financial documents as the advisor may reasonably request in order to permit complete evaluation and preparation of recommendations for Client.

Client agrees to discuss his/her requirements, objectives and projected future needs candidly with the financial advisor and to promptly inform financial advisor of material changes in circumstances, needs, objectives and other information Client previously provided to the financial advisor. Client further agrees that neither the financial advisor nor the Company shall have any liability for Client's failure to promptly inform the financial advisor of material changes in Client's financial circumstances that may affect the manner in which Client's assets are allocated. The financial advisor shall have no obligation to make any recommendation or give any financial advice to Client that, in the sole judgment of the financial advisor, would be impracticable, unsuitable, unattainable or undesirable. It is understood that the financial advisor provides financial services of the type contemplated hereunder, as well as other financial services for a

Concurrently with receipt by Client of the agreed upon services, Client may receive, without charge, if previously requested, a life insurance analysis provided by a licensed life and disability agent. The financial advisor will receive no compensation on account of any life insurance analysis and/or recommendations provided to Client, but may receive compensation for insurance analysis and/or recommendations provided to Client, but may receive compensation for insurance analysis and/or recommendations provided to Client, but may receive compensation for insurance analysis and/or recommendations provided to Client, but may receive compensation for insurance analysis and/or recommendations provided to Client, but may receive compensation for insurance analysis and/or recommendations provided to Client, but may receive compensation for insurance analysis and/or recommendations provided to Client, but may receive compensation for insurance analysis and/or recommendations provided to Client, but may receive compensation for insurance analysis and/or recommendations provided to Client, but may receive compensation for insurance analysis and/or recommendations provided to Client, but may receive compensation for insurance analysis and/or recommendations provided to Client, but may receive compensation for insurance analysis and/or recommendations provided to Client, but may receive compensation for insurance analysis and/or recommendations provided to Client, but may receive compensation for insurance analysis and/or recommendations provided to Client, but may receive compensation for insurance analysis and/or recommendations provided to Client, and the compensation for insurance analysis and analysis analysis and analysis and analysis and analysis and analysis analysis and analysis and analysis analysi

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### Section 6 — Disclosure or interest and capacity (continued)

Comparty is required by law to obtain certain personal information from Client which will be used by Company to verify Client's identity. If Client does not provide the required information to Company, Company may be unable to open Client's account if Company is unable to verify Client's identity. Company reserves the right to close Client's account or take such other steps as Retirement Accounts

Client agrees that neither the financial advisor oor the Company is acting as a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 (ERISA) or Internal Revenue Code of 1986, including with respect to asset allocation services provided Client, and that financial advisor and the Company are not providing investment advice for a fee that will be the primary basis for Client's investment decisions on IRA, TSA, government plan or ERISA (e.g., 401(k)) assets. To the extent an asset allocation service identifies any specific investment alternative, Client understands that other investment alternatives having similar risk and return Characteristics may be available, and that Client's plan sponsor, for government or ERISA plans, or the financial advisor can assist Client in obtaining

### Section 7 — Arbitration

Any controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled solely by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Unless otherwise agreed to by all of the parties to the arbitration (including without limitation the Company and the Client), the American Arbitration Association shall be the sole venue for resolving claims arising out of or relating to this Agreement, and all of the parties to the arbitration (including without limitation the Company and the Client), irrevocably waive trial by jury in any action, proceeding or counterclaim, whether at law or in equity. This paragraph does not constitute a waiver of any right of private claim or cause of action provided by the investment Advisers Act of 1940. If either Client or Company, its employees or independent contractors elects to resolve a claim by arbitration, that claim shall be arbitrated on an individual basis. There shall be no right or authority for any claims to be arbitrated on a class action basis or bases involving claims brought in a purported representative capacity on behalf of the general public, clients or other persons similarly situated. The arbitrator's authority to resolve claims is limited to claims between the parties to the arbitration, (including the Client and the Company) alone, and the arbitrators: authority to make awards is limited to the parties to the arbitration (including to the Client and the Company) alone. Furthermore, claims brought by Client against Company, its employees or independent contractors, or by Company against Client, may not be joined or consolidated in arbitration with claims brought by or against someone other than Client, unless

## Section 8 — Signature and Taxpayer Identification Number Certification

By signing below, I acknowledge that I have received and read the Company's brochure (Form 94003), including the terms and conditions, and I hereby consent to these terms and conditions with full knowledge and understanding of the information contained in the brochure. Under perialties of perjury, I certify that:

- 1. The number shown on page one of this form is my correct taxpayer identification number, and
- 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the Internal Revenue Service has notified me that I am no longer
- 3. I am a U.S. person (including a U.S. resident alien).

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on Client's Name

08 18 2004 Client's Signature Date Signed ar fice President for American Express Financial Advisors Inc. uniter S. Wilkov

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## American Express Financial Advisory Service

| Corporate | e Office Use |     | FP  |
|-----------|--------------|-----|-----|
| 0191      |              | g . | 013 |

Service Agreement — American Express through American Express Financial Advisors inc. (the Company ) agrees to perform the financial advisory service for you on

The American Express Financial Advisory Service brochure (Form 94003) and any current supplement to this brochure contain important information regarding the Financial Advisory Service option you (the Client ) selected and is part of this service agreement ( Agreement ) No assignment of this Agreement by the Company will be effective without Client's consent

| Section 1 — Glient In   | formation  |  |  |  |                         |  |  |  |
|---|--|--|--|--|-------------------------|--|--|--|
| First Client Name   |  |  | <b>`</b>   | Social Security Number                         | er                      |  |  |  |
| •   | FULLER   |  |  |  | 0 988                   |  |  |  |
| Street Address  |  |  |  | ∃⊪thdate                                       | • • •                   |  |  |  |
| 31 BRI  | ADLEY STRE   | ET, ZN                                 | D FLR  | о9 з<br>State                                  | O / 9 5 2<br>ZIP Code   |  |  |  |
| DOBBS<br>Second Client Name   | FERRY  |  |  | Ny   | 10522                   |  |  |  |
| Birthdate   | Social Security  | Number                                 |  |  |                         |  |  |  |
| <ul> <li>An approved Client Pro</li> <li>For address changes si</li> <li>Is there a check attache</li> <li>Mamed client?</li> </ul> |  | □ Yes ☑ No                             | ig a plan  |  |                         |  |  |  |
| Section 2 — Advisor In  | formation  |  |  |  |                         |  |  |  |
| Team ID   | Advisor 1/Servicing Advisor                            |  | Advisor Number   | Comp %   | Office Number           |  |  |  |
| Team ID   | JENNIFER<br>Advisor 2                                  | W: LKO                                 | 47005<br>Advisor Number  | 1 0 0<br>Comp %                                | 7/8<br>Office Number    |  |  |  |
| Li Business Owner Issues  | al Planning (includes all six areas listed below<br>9) | v) (030)<br>if selected provided at no |  | e if addressing all s                          | six)                    |  |  |  |
| Section 4 — Service On  | tions (choose one option)                              | Nacemptione (c                         | an name 10 11 of farms I   | LDU 2 (04000)                                  |                         |  |  |  |
| Comprehensive or Iss<br>(080)   |  | Address the six a                      | Descriptions (see pages 10 11 of form ADV part 2 (94003))  Address the six areas of financial planning separately or as a complete comprehensive analysis. Examples are Financial Advisory Proposal and Asset Allocation analysis.                     |  |                         |  |  |  |
| Consultation (068) (Provided by authorize   | ed advisors only)                                      | Address a specifi                      | Address a specific financial issue or topic within one of the areas of financial planning<br>Examples are debt management, cash reserve needs, tax deferral strategies, etc.   |  |                         |  |  |  |
| ☐ Annual<br>(086) (Provided by authorize  | id advisors only)                                      | Similar to the Am except more tools    | Similar to the American Express Financial Advisory Service — Comprehensive or Issue except more tools can be used to complete analysis. May also be used to address a specific financial issue or topic within one of the areas of financial planning. |  |                         |  |  |  |
| ☐ Good Until Changed or (26) ☐ Check here if you are upd  |  | Similar to the Am<br>agreement and fe  | encan Express Financial Ad<br>e will automatically renew<br>the service is changed or c  | dvisory Service — Ann<br>each year on the anni | nual except the service |  |  |  |
| Advanced Advice Serv<br>(89) (14) (Can be used with a   |  |  | onsultants will address mor  |  |                         |  |  |  |

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| Advisor Use only Please check all d  | elivery methods that apply   |   | TALAKAS S |
|--|--|---|-----------|
| □ Numbercruncher (071) □ MS Office   | er (040)   | an)                                     |           |
| Fixed fees   |  |   |           |
| Enter the fixed fee on Line 1, then skip and 2, 3, and 4. Or select hourly fees starting | es   | ;                                       |           |
| with line 2  | ***  |   |           |
| If using Advanced Advice Service   | ·  |   |           |
| the fixed fee should include both  |  |   |           |
| the advisor and corporate office fees  | 1 Fixed fee  | 1 \$                                    | 700       |
| Hourly fees  |  |   | , , ,     |
| Charges by the hour available for  | 2 Financial advisor hourly rate  | 2 6                                     |           |
| Annual Consultation and GTCC   | ' 3 Estimated number of hours (or range)   | 2 <b>\$</b>                             |           |
| Service Options  |  | 3                                       |           |
|  | 4 Hourly fee or range (multiply lines 2 and 3)   | 4 \$                                    |           |
| Paraplanner fees   |  |   |           |
| Can be charged by all  | 5 Paraplanner hourly rate  | 5 \$                                    |           |
| Advanced Advisors  | 6 Paraplanner hours  | •                                       |           |
|  |  | 6                                       |           |
|  | 7 Total paraplanner fee (multiply line 5 and 6)  | 7 \$                                    |           |
| Other charges or credits   |  |   |           |
| FEPS employee group number   | 8 State sales tax (IA add 5%)  | 8 \$                                    |           |
|  | 9 Less promotion (FEPs or corporate sponsored promotions)  |   |           |
|  | openion of promodulity   | 9 \${                                   | )         |
| Total fixed fee Add lines to calculate the gross fee                                     |  |   |           |
| Add titles to calculate tile gloss fee   | 10 Total fixed fee (add lines 1 8 9)   | 10 \$                                   |           |
| Total hourly fee   | 11 Total hourly fee (add lines 4 7 8 9)  | 11 \$                                   |           |
| Payment Options  |  | Tage .                                  |           |
| Make any deductions available  | 12 FEPs employer/group subsidy amount  | 12 \${                                  |           |
| then calculate the amount due  | 13 AEFA corporate office employee  | 12 II                                   | )         |
|  | (subtract 50% from the total fee listed on Line 10 or 11)  | 13 \$(                                  | )         |
|  | AEFA Employee Number   |   | ·         |
|  | 14 Initial Payment made (available to Advanced Advisors)   | 14 \$(                                  | )         |
| Amount Due from Client   | 15 Amount due (add Lines 10 through 14)  | 15 0                                    |           |
| •  | in the state of the agent 14,  | 15 \$                                   | 700       |
| Advanced Advice Services   | ☐ Comprehensive ☐ Issue ☐ Sto  | ck Option Exercise Analysis             |           |
| Break out the advisor and corporate portion of the fee, and check the                    | Asset Affocation   | er obtion exercise Audivis              |           |
| advanced service to be provided  | a Financial advisor fee \$   |   |           |
|  | b Corporate office fee \$  |   |           |
|  | c Amount due from Client (a + b) \$  |   |           |
| Payment Method   | (5 ( 5), 5   |   |           |
| Theck or Money Order   |  |   |           |
|  |  |   |           |
| ☐ American Express* Card   | Card number  | Name Name Name Name Name Name Name Name |           |
| ** O   |  |   |           |
| G Optima™ Card   | Expiration Date  |   |           |
| Redemption   | Committee to the control of the cont |   |           |
|  | ☐ Form F119 ☐ Form 33442 ☐ Phone/Fax (GTCC and Annual or   | nly)                                    |           |
| Systematic Payment<br> (GTCC and Annual only)  | 77 Even 5197 77 51 14  |   |           |
|  | Form F137 Phone/Fax Charge Card (attach form 6136)   |   |           |
| Payroll Deduction<br>(available to some FEPS clients)                                    | •  |   |           |
| formulania in 20119 LEUS CHGDES)   |  |   |           |

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### Section 5 — Customer Privacy

The Company's privacy policy is set forth in. An Important Notice Concerning Our Customers, Privacy (the Privacy Notice) which is provided to client along with the Agreement. The Privacy Notice explains the eategories of personally identifiable information collected by the Company to provide the Financial Advisory Service disclosures that may be made to affiliates and non affiliates of the Company, and choices that clients have to opt out of certain disclosures and uses of the personally identifiable in formation. To select one or both of the opt out choices described in the Privacy Notice, clients must follow the instructions provided in the Privacy Notice.

The Company and the Client agree that all of the above mentioned information and data furnished to the financial advisor pursuant to Paragraph 1 shall be disclosed and used by the company in accordance with the Privacy Notice. In addition, client agrees that by purchasing the American Express Financial Advisory Service, client is authorizing, the client's financial advisor and American Express Financial Advisors to use the information collected and provided as part of the service, to identify and recommend investment, insurance or other financial products the financial advisor and American Express Financial Advisors sell.

### Section 6 - Disclosure or interest and capacity

The financial advisor will or may recommend that Client purchase or sell investments and enter into other financial transactions. Client will have no obligation hereunder or otherwise to follow any such recommendations (if the Client does enter into one or more transaction(s) recommended by advisor, then, in addition to the compensation provided for above. Advisor will or may receive a commission or other financial benefit as a consequence of the transaction.

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Client recognizes that the value and usefulness of the Financial Advisory Service will be dependent upon information that he/she provides and upon his/her active participation in the formulation of financial planning objectives and in the implementation of plans to attain those objectives. If required. Client will be asked to complete a detailed questionnaire provided by the financial advisor. Client will also provide copies of financial documents as the advisor may reasonably request in order to permit complete evaluation and preparation of recommendations for Client.

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The financial advisor shall have no obligation to make any recommendation or give any financial advice to Chent, which in the sole judgment of the financial advisor would be impracticable, unsuitable unattainable or undesirable, it is understood that the financial advisor provides financial services of the type contemplated hereunder as well as other financial services for a number of clients.

Concurrently with receipt by Client of the agreed upon services. Client may receive without charge if previously requested a life insurance analysis provided by a licensed life and disability agent. The financial advisor will receive no compensation on account of any life insurance analysis and/or recommendations provided to Client. The Company does not provide insurance consulting legal advice or document preparation as part of this service. The Company does not monitor the day to day performance of the Client's specific investments.

### Retirement Accounts

Client agrees that neither the financial advisor nor the Company is acting as a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 (ERISA) or Internal Revenue Code of 1986 including with respect to asset allocation services provided Client and that financial advisor and the Company are not providing investment advice for a fee that will be the primary basis for Client's investment decisions on IRA TSA government plan or ERISA (e.g. 401(k)) assets. To the extent an asset allocation service identifies any specific investment alternative. Client understands that other investment alternatives having similar risk and return characteristics may be available, and that Client's plan sponsor for government or ERISA plans, or the financial advisor can assist Client in obtaining information on other potential investment alternatives.

### Section 7 - Arbitration

Any controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. However, this paragraph does not constitute a waiver of any right provided by the investment Advisers Act of 1940.

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### Sects on 8 — Signature and Taxpayer Identification Number Certification

By sr gning below I acknowledge that I have received and read the brochure (Form 94003) including the terms and conditions and I hereby consent to the se ferms and conditions with full knowledge and understanding of the information confained in the brochure Under penalties of perjury I certify that

- 1 The number shown on this form is my correct taxpayer identification number and
- 2 | arm not subject to backup withholding because (a) | am exempt from backup withholding (b) | have not been notified by the internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the Internal Revenue Service has notified me that I am no longer subject to backup withholding and
- 3 I ama a U.S. person (including a U.S. resident alien)

Clients Name

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backu p withholding

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interesit and dividends on your tax return

| BRUCE F.WLLER Chents Signature  (X)  Chents Name    | Chent's Social Security Number/Taxpayer ID Number  476709884  Date  07 25 2002  Chent's Social Security Number/Taxpayer ID Number |
|---|---|
| Client's Signature                                  | Date  |
| Signed at City  NIE W                               | State NY  |
| Bany Mush   |   |
| Financial Advisor Signature  X Uluufa Wilki Paroxie | Advisors Phone Number  516 228 0100   |

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